



## **BUILDING CAPACITY IN ALBANIA**

# **Grants Manual**

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# ACRONYMS

ADS Automated Directives System

AOR Agreement Officer's Representative

BHIC Building Human and Institutional Capacity

FAO – Finance and Admin Officer

FOG Fixed Obligation Grant

GEC Grant Evaluation Committee

IRF Intervention Request Form

NGO Nongovernmental Organization

TO Technical Officer

SiG Simplified Grant Format

USAID United States Agency for International Development

# 1.0 Purpose

Assist Impact's goal is to build the capacity of institutions, governmental, non-governmental and private sector, as well as leaders and technical experts who play a key role in Albania's development as it strives to bring about the reforms necessary for European integration. Assist Impact provides a flexible approach to meeting capacity building needs that includes training in-country and abroad of current and potential leaders and experts; institutional assessments of key private and public institutions; and targeted technical assistance and focused grants.

Assist Impact's flexible, demand-driven approach to grant programming will allow the project to respond to needs and opportunities of potential sub-grantees as they arise. To implement its Grant Fund activities, Assist Impact will favor grant formats such as In-Kind, Simplified (SiG) and Fixed Obligation Grant (FOG). The grants will be processed, awarded, and managed in accordance with the instructions outlined in this Manual, and which are consistent with international donor policies. On a case by case basis, Assist Impact may revise and adjust award conditions or grant format to reflect the specific donor's requirements.

## 2.0 Policies

1. **Eligibility** – Applications will be accepted from local Albanian NGOs, including commercial firms and non-profit organizations, community groups (formal and informal, such as farmer cooperatives or women’s groups) and individuals.

Assist Impact will use the following three approaches to soliciting applications for grants:

- Open competition: Assist Impact will issue official Requests for Applications (RFAs) with identified criteria and expected results;
- Limited competition; Assist Impact may limit competition to a selected group of applicants when it is necessary for sake of efficiency. Such applicants may include former participants or beneficiaries of technical assistance/institutional assessments;
- Unsolicited applications; unsolicited applications are those submitted to Assist Impact for an award by an applicant solely on his or her initiative, without prior formal or informal solicitation by Assist Impact. Unsolicited applications will be considered when their terms fit within the scope of Assist Impact’s activities).

2. **Grant Funding Limitation** – Assist Impact funding for any individual grant under USAID funded BHIC program will not exceed \$50,000. If necessary and justified a larger grant may be issued, however a special USAID Technical Agreement Officer Representative’s approval is required and must be obtained prior to signing of a grant agreement.

3. **Duration of Award** – All activities associated with the Grant Fund must be completed by the end date shown in Section B, “Grant Period”, of the Grant Agreement. An extension may be granted based on a written request by the grantee; such modification will need the Executive Director’s approval as well as prime donor’s concurrence. Grants will generally be limited to a maximum implementation period of 13 months. However, a longer period of implementation can be agreed upon on a case by case basis. All grants will end at least 60 days prior to the end of any donor-Assist Impact prime agreement.

4. **Application Processing** – All grant applications will be processed in accordance with Section 3.0 Procedures of this document. All grantees are required to base their application on the Grant Application format provided by Assist Impact (Attachment A). A simplified grant application may be adapted from the general grant application by Assist Impact and provided to specific potential grantees.

5. **Certifications** – Per donor requirements, all grantees will be required to complete, sign, and submit to Assist Impact the applicable certificates with their applications (Attachment N - sample certifications for USAID funded grant).

6. **Evaluation Criteria** – Applications will be evaluated by Assist Impact in accordance with a tailored list of criteria such as the following illustrative example using the Application Review and Evaluation form (Attachment B):

Evaluation Criteria	Points
1. Strategic fit	30 points

<b>2. Technical approach</b>	40 points
<b>3. Organizational capabilities</b>	20 points
<b>4. Gender considerations</b>	10 points
<b>5. Cost effectiveness</b>	Not scored but evaluated
<b>Total</b>	<b>100 points</b>

1. *Strategic fit* (30 points maximum), including:

- Contribution toward Assist Impact project success indicators
- Sustainability of project results
- Anticipated benefits to the beneficiaries

2. *Technical approach* (40 points maximum), including:

- Clearly defined problem statement
- Goals clearly outlined
- Innovative technical approach
- Potential obstacles identified and solutions

3. *Organizational capabilities* (20 points maximum), including:

- Past performance on similar projects
- Relevance of staff skills to the proposed program
- Experience in geographic region
- Soundness of accounting and procurement practices
- Capacity to adhere to donor financial guidelines

4. *Gender considerations* (10 points maximum), including:

- Focus on women's issues
- Impact on women's participation

5. *Cost effectiveness*:

Cost criteria **may not** be assigned a score but will be evaluated. Costs will be evaluated in terms of feasibility, cost realism, reasonableness, completeness, allocability, and cost effectiveness of activities outlined in the project description. The purpose here is to ensure that proposed costs maximize direct activity costs, including cost sharing and leveraging (if required), and minimize administrative costs. The cost selection criteria, expressed in the form of questions below, will allow Assist Impact to evaluate the cost applications.

- Is the proposed budget reasonable, allocable, and allowable?
- Does the proposal minimize administrative costs for managing the project in order to maximize the funds available for field-based project activities including a strong field management capacity (cost effectiveness)?
- Does the proposal include a cost share? Are there other leveraged funds or submitted funding proposals that could complement program activities?
- Applicant's representation of cost share is encouraged and may constitute an eligibility factor.

If Assist Impact did not assign numerical values to the evaluation criteria in the RFA, then the comparison will be in the form of a narrative. The narrative will detail each application's strengths and weaknesses relative to the evaluation criteria. If the RFA does not indicate the relative importance of the evaluation criteria, then all evaluation criteria are equally weighted.

If Assist Impact assigns numerical values to the criteria, the evaluation must include a discussion of the numerical scoring and a narrative explaining each application's strengths and weaknesses when compared to the evaluation criteria. The Grant Evaluation Committee must also include a discussion of its review procedure. A copy of a memo summarizing the evaluation and review must be placed in the grant file.

**6. Responsibility and Accountability** – Responsibility and accountability for the grant, including compliance with all terms and conditions, rests with the grantee. The grant agreement is entered into on a bilateral basis between Assist Impact and the grantee organization. Prior to awarding a grant, the Assist Impact team will assess grantee administrative and management capacity using the Pre-Award Survey form (Attachment C).

**7. Application Development and Progress Monitoring** – If there is sufficient demand for application assistance, the Technical Officer will provide a workshop to assist grantees with the development of their applications. If the application results in a grant, the Assist Impact staff monitors implementation progress. The Assist Impact's assigned Technical Officer(s) will conduct site visits as needed to the grant activity and serve as the grantee's primary reference resource for grant-related issues and questions.

**8. Work Plan and Budget (or Work-Cost-Milestone Plan)** – A Work Plan and a Budget, in the format specified by Assist Impact (see Attachment A), will support each grant application. The plan presents all work to be done on a summary task basis. Each task specifies the required resources in terms of Assist Impact funding. Each task has a clearly defined and quantified milestone that vouches for task completion. Cost estimates for all elements of the activity(ies) must be presented on an all-inclusive basis, taking into account ancillary costs such as transport, handling, etc. The grantee must be able to justify all costs, including but not limited to unit costs, units required and labor rates.

In the case of Fixed Obligation Grants, each task is assigned a lump sum fixed-price reimbursement payment that covers all work included under the task and leading up to the milestone. A reimbursement payment can cover one or more work tasks with related milestones. The reimbursement plan at the bottom of the Work- Cost-Milestone Plan will specify milestones that "trigger" payments. The number of reimbursements will be proposed in the Work-Cost-Milestone Plan, and will be subject to Assist Impact review and approval. Assist Impact is not obligated to fund any cost outside the Work-Cost-Milestone Plan (or Work Plan/Budget).

**9. Cost Share and Leveraging** – When possible specific cost share and leveraging percentages will be established on a case-by-case basis. Cost sharing and leveraging will be handled in accordance with prime donor requirement. Grantees are required to report on cost share just as they report on donor funds expended.

**10. Indirect Costs (Overhead or costs not directly related to the grant activity)** – As a general rule, a grant may not include indirect costs (such as typical core office costs, i.e. office rent, utilities or office security costs). However, a portion or all of such costs may be attributable to the grant in cases where the grantee is a non-governmental organization and implementing Assist Impact grant activities requires 30% or more of the organizational resources such as office space, staff's time etc.

**11. International Travel** - International travel costs under the USAID-funded BHIC program must receive prior donor approval (in writing).

**12. Equipment and Commodities** – All equipment and/or commodities are subject to review and approval by Assist Impact prior to purchase with grant funds with respect to the prime donor geographic code, eligibility, and local financing requirements. Under BHIC program any commodity purchase should be cross-checked against the **USAID’s Commodity Eligibility Listing** and appropriate approvals should be received from the Agreement Officer prior to purchase.

**12. Branding and Marking Grants under Agreement** – Assist Impact will require grantees to “co-brand” their projects as established for grants by the specific donor. For example, all USAID funded grant agreements will contain the following marking provision:

*“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event that the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity”.*

**13. Application Endorsement and References** – At time of submission, the grantee must certify the application as being current, complete, and accurate.

**14. Environmental Screening and Review** – Grant activities with a considerable potential impact on the environment (e.g. activities involving construction) will be required to complete the Environmental Screening form (Attachment D).

**15. Pre-award Due Diligence** – The assigned Assist Impact staff member will follow the due diligence process which may include donor specific screenings and reference checks to exclude the possibility of inadvertently funding restricted parties. For example, for all USAID funded grants Assist Impact must verify that the recipient (individual or entity) does not appear on the following three lists:

1. Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>);
2. United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml));
3. Excluded Parties List System (online [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/))

The grantee must also complete and submit a Pre-Award Survey (Attachment C) as part of application package or prior to being issued a grant.

**16. Grant Formats** – Assist Impact will issue grants utilizing the Simplified, Fixed Obligation and In-Kind Grant formats (Attachments K, L and M respectively). In some circumstances, Assist Impact may elect to use a Blended Grant format (for example In-Kind disbursement in support of a Simplified Grant). Such an approach is useful when the Simplified Grant format is the most appropriate format overall, but the purchase of a single costly item inhibits the use of a Simplified Grant due to the fact that the grantee does not possess the cash on hand to make such a purchase. In this circumstance, Assist Impact will proceed with the Simplified Grant while including an In-Kind transfer under the auspices of the original grant.

**17. Payment** –There are three methods of payments:



- **Advances to the grantee** – may be made according to the terms agreed upon in the grant agreement. Advances should be tied to the workplan and/or first deliverable.
- **Reimbursement to grantee** – For Simplified grants, all requests for reimbursement will be made for actual costs incurred. When possible they have to be accompanied by supporting documentation such as copies of receipts, employee timesheets, etc. In cases where line items have been agreed upon in advance, e.g. small travel or communication expenses, material reproduction or other small miscellaneous costs, an invoice issued by the grantee may suffice. The grantee will submit an Expense Report, Request for Reimbursement, and Progress Report form (Attachment E). When a Fixed Obligation Grant format is used, all requests for reimbursement must correspond to a tranche payment specified in the Fixed Obligation Grant Agreement. After achievement of an agreed “trigger” milestone, the grantee initiates the reimbursement by submitting a Tranche Payment Request and Progress Report Form (see Attachment F) to the Assist Impact Technical Officer. The Technical Officer certifies and forwards the form to the supervisor for review and approval before being sent to the finance officer for processing. The grantee and the assigned Assist Impact’s Technical Officer must co-endorse all payment requests. Assist Impact reserves the right to independently verify the milestone.

**In order to expedite the payment Assist Impact will accept the scanned copies of the signed and certified reimbursement forms and supporting documentation, however the assigned Technical Manager should ensure that when possible the originals are presented and included in the grant file.**

- **Direct vendor payment** – In-kind equipment, commodities, and/or service payments are made by Assist Impact on behalf of the grantee directly to vendors. All direct vendor payments must be specified and approved by Assist Impact during the development of the Work-Cost-Milestone Plan. Procurement actions are executed by Assist Impact in accordance with its policies and procedures, including price negotiation. Assist Impact may request a grantee to participate in the procurement process in accordance with its instructions. A grantee may not negotiate with a vendor for alternate equipment, commodities, and/or services. Grantee questions, recommendations and/or special requests must be submitted to Assist Impact—not to the vendor.

**18. Financial Records and Inspection** – The grantee is required to maintain good quality, transparent, and adequately supported financial records for all grant-related incurred costs. Assist Impact reserves the right of access and inspection of these records, by its own staff or by a designated representative of its choice (e.g., an auditor), for a period of three years after the completion of the grant. Per donor requirements the Grantees may be required to submit specific financial or other reports.

For example, for any USAID funded grant the grantee must submit a report that lists the amount of value-added and customs taxes assessed by the government of Albania on supplies, materials, goods or equipment purchases made between October 1 – September 30 and valued at \$500 or more. Depending on the start and end dates of the grant, the grantees may have to submit two reports; one including purchases made before the September 30<sup>th</sup>, and one including purchases made from October 30<sup>th</sup> onwards. (Attachment J).

**19. Activity Completion** – At the end of the grant implementation the grantee must certify completion of activities stating that all requirements of the grant have been met. In the cases of reimbursable or fixed-obligation grants the certification can be included in the final request for payment which needs to be co-endorsed by the Technical Officer and the Executive Director (Attachment I). All grantees are required to

submit a final report (Attachment H) with the final request for reimbursement. When deemed appropriate the required reports may be prepared by the Technical Officer (e.g. when there are several small grants under the same/similar type of activity.)

**20. Modification** –Grants may be modified to extend the end date of the grant or to modify the budget to move funding between line items. The grantee may move up to 10% of the total budget between line items without prior Assist Impact approval. On a case by case basis Assist Impact may allow the grantee a deviation from approved grant budget by a certain percentage to account for exchange rate fluctuations, increase in the number of beneficiaries, increase in unforeseen but necessary activities or elements that ensure the success of the program. Modifications to add additional funding to a grant must receive prior approval from the donor. A grant may be modified by issuance of a written modification notice jointly signed by the grantee’s agent and Assist Impact’s Executive Director. Since Fixed Obligation Grants entail activities for which there is a high degree of programmatic and financial certainty, modification to a Fixed Obligation Grant agreement should be rare.

**22. Termination and Suspension** – Assist Impact or the donor may unilaterally terminate in whole or part, or suspend payments, if there is reasonable cause to believe that the grantee is or will be insolvent during the performance of the grant. In addition to the above, the donor may, in its sole discretion, supersede any decision or omission taken by Assist Impact. The donor retains the right, at all times hereunder to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by Assist Impact with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, Assist Impact’s grants under agreement authorities under the Assist Impact project.

**23. Grant Renewals** – Grants will not be subject to renewal. However, grantees may apply for other grants for which they may be eligible; applications will be subject to the established review process.

**24. Conflicts of Interest** – All Assist Impact staff must be free of any apparent conflicts of interests concerning grant activities and grantee organizations.

## 3.0 Procedures

Assist Impact grants are implemented in accordance with the following ten steps. However, the Assist Impact Executive Director may alter these steps and sequence on a case-by-case basis to improve the efficiency and effectiveness of processing an application and/or implementing an activity.

**Step. 1 Request for Application** – Based on the donor approved Intervention Request Form (Attachment O) the Assist Impact’s designated Technical Officer will draft a Request for Application (RFA) based on the Assist Impact’s RFA template and the appropriate notice to be disseminated through the selected media outlets. The RFA packet includes the pdf RFA, the MS Word application form and Pre-Award Survey, and budget and workplan templates in Excel format. The Pre-Award Survey is not necessary for the In-Kind grants as the procurement process and financial aspects of such grants will be management by Assist Impact directly.

Upon the Executive review and approval of the RFA and the ad, the Technical Officer will contact the newspapers most likely to be read by the target audience and publish the notice. The language of the notice may be Albanian, English or both depending on the target audience. The Technical Officer will be the main point of contact for the interested applicants and will provide the grant application package upon request. He/she will also be responsible for keeping and timely updating (preferably daily) a tracking sheet listing various organizations/individuals who express interest in the program.

**Step 2. Notification of Program** – When grants are to be competed Assist Impact will generally advertise in the local newspapers in order to reach the widest pool of the potential applicants. The notice may also be disseminated directly to the potential applicants. Alternatively, when expedient, Assist Impact may distribute the RFA to selected potential grantees with which it currently has a project implementation relationship. The RFA may also be distributed to a pre-selected pool of potential grantees that are known for their experience in the technical sector. In these cases the short list of grantees will be solicited based on market research from informed Assist Impact staff and the donor and will allow for limited competition at a practical level. Any grants awarded without public notice will be executed in accordance with Steps 2–11 of this section. All competed grants will be evaluated as described in Step 4.

**Step 3. Application Preparation** – The grantee prepares the grant application (Attachment A) to the best of its abilities. A Work-Cost-Milestone Plan or the appropriate simplified work plan and budget form is an integral part of each application. The plan presents all work to be done on a summary task basis; specifies personnel, materials, and other support; and presents clearly defined and quantified milestones that vouch for achievement. The application, along with the Pre-Award Survey (except in the case of In-Kind grants), the official registration documents and any donor specific certifications (Attachment B), is submitted to the Assist Impact office.

**Step 4. Eligibility Screening** – The Technical Officer managing the RFA will review registration and other supporting documents, such as Pre-Award Survey Form (Attachment C), provided by the applicants to establish that all the required documentation is present and that the applicants meet the eligibility criteria. Applications that do not meet the eligibility requirements will be disqualified.

**Step 5. Technical Review and Cost Analysis** – The Assist Impact Grant Evaluation Committee will review the eligible application for technical merit and analyze costs for realism and allowability. The Committee consists of the Executive Director, activity Technical Officer and the designated Evaluating

Member, either one of the Assist Impact employees or a technical expert from the counterpart or donor organization. When applicable Assist Impact may seek input from the client, donor or other technical experts, providing the proposals (budget blind) for review and evaluation. Each evaluator will individually review the applications against the set evaluation criteria completing a Review and Evaluation Form (Attachment B) or a specific scoring matrix.

The applications will be discussed and ranked during the Grant Evaluation Committee meeting. In cases when a large number (e.g. more than 15) of applications is received, Grant Evaluation Committee may choose to set a threshold based on the evaluation criteria in order to facilitate the review process and arrive at a short list. In order to be considered for funding, the proposal must score above a certain threshold for each or for a specific criterion, or score above an overall threshold.

The proposals that passed the thresholds are ranked according to the results of the evaluation by the Grant Evaluation Committee members. This ranked list consists of: a main list (proposals proposed for funding), a reserve list (in case proposals are withdrawn, excluded or extra funding becomes available) and a list of proposals that cannot be funded because of insufficient budget. In addition, the Committee will make a list of proposals that did not pass the thresholds or has been found to be ineligible.

If necessary the applicants from the main and the reserve lists may be contacted and asked to provide clarifications or additional information about the technical scope of the proposed activities or the estimated costs and/or make some adjustments and revisions based on Assist Impact expert advice. Once the clarification process is finalized the recommendation memo will be drafted and added to the grant file.

Upon receipt of the application, the review and cost analysis will be processed in 20 working days or less. In cases of unsolicited proposals and proposals received on a rolling basis Assist Impact may collect the applications as they are received until the Grant Review Committee can review and evaluate a reasonable number in accordance with the provisions of the announcement.

**Step 6. Pre-award Responsibility Determination and Environmental Screening** – Concurrent with the RFA terms and if necessary the Technical Officer will check the grantee's references within the local community and other donors. The Technical Officer will also complete the Environmental Screening form found in Attachment D. For any commodity purchases to be funded under BHIC Program, Technical Officer must check the USAID's Commodity Eligibility Listing in order to determine whether any of the items are on the list and require the Agreement Officer's approval/waivers.

**Step 7. Determination of Award** – Once the application review is completed, the Grant Review Committee will make a recommendation for an award. If there is need for clarification or refinement, the activity Technical Officer will instruct the grantee accordingly. Changes to the budget or program activities will be reflected in the Recommendation and Negotiation Memo which will be forwarded to the donor for review and approval of a grant candidate(s).

**Step 8. Applicant notification** - If an application is approved for funding by the donor, the activity's Technical Officer will inform the grantee of the award in an award letter. If an application is rejected, the Technical Officer will notify the applicant in writing.

**Step 9. Issuance of a Grant Agreement**–The Technical Officer will draft an appropriate grant agreement (see Attachments K, L, M) for review and signature by the Assist Impact Executive Director and the grantee. The grant agreement will incorporate the grantee's scope of work as modified through clarification and negotiation (with Work Plan and Budget). The grant agreement will be signed in two copies, one original will be added to Assist Impact files and one retained by the grantee.

Recipients (entities, not individuals) of any USAID funded grants exceeding \$25,000 must register with the System for Award Management (SAM) at [www.sam.gov/](http://www.sam.gov/), and with the Data Universal Numbering System (DUNS) at [www.fedgov.dnb.com](http://www.fedgov.dnb.com)

**No entity may receive a subaward of \$25,000 or more under Assist Impact's BHIC project unless the entity has provided its DUNS number.**

**Step 10. Authorization to Proceed** – With the signed grant agreement in-hand, the grantee has authorization to undertake all work activities covered by the grant and to incur costs in accordance with the Work Plan and Budget. In the event that the grant includes in-kind procurement to be processed by Assist Impact, the Technical Officer will work in consultation with the grantee to ensure a smooth, coordinated procurement and delivery of the goods/services.

**Step 11. Grantee Monitoring** – The assigned Technical Officer will monitor the implementation of grant activities on a regular basis; monitoring may include telephone calls and visits both to the grant recipient and selected grant beneficiaries, desk audits and review and examination of technical, administrative, and financial aspects of the grant. The Technical Officer will support the grantee by addressing questions and helping to resolve issues. The Technical Officer will keep Assist Impact management fully apprised of implementation progress and any issues that may arise.

**Step 12. Reimbursement of Costs, Receipt of Goods and Progress Reporting** – For Simplified Grant formats reimbursement of costs and progress reporting will occur on an agreed upon time periods utilizing the Expense Reporting and Request for Reimbursement Form (Attachment E). All requests for reimbursement will be made for actual costs incurred with supporting documentation such as copies of receipts, employee timesheets, etc. when deemed appropriate. When a Fixed Obligation Grant format is used, all requests for reimbursement must correspond to a tranche payment linked to milestone(s) specified in the Fixed Obligation Grant Agreement. After agreed trigger milestone(s) is/are achieved, the grantee will initiate the reimbursement by submitting a Tranche Payment Request & Progress Report Form (Attachment F) to the Technical Officer. The Technical Officer certifies and forwards the form to the Assist Impact Finance and Admin Officer for processing. Assist Impact reserves the right to independently verify and approve the milestone(s). Payment will only be made once Assist Impact confirms that the milestone and the corresponding deliverables were satisfactorily achieved.

For goods/services supplied under In-Kind grant agreements the Technical Officer must prepare a Receipt of Goods/Services (Attachment G) which needs to be signed by the grantee and added to the grant file. Payments to in-kind vendors will be made in accordance with terms and conditions of purchase orders.

In support of a payment request, the grantee is required to provide an interim report assessing work progress, constraints identified and/or problems encountered, and actions that have been or will be taken to remove the constraints or correct the problems in a timely and adequate manner. Progress, constraints/problems, and corrective actions must be presented with reference to specific work tasks.

All grantees are required to submit a final report (Attachment H) with the final request for reimbursement. Grantees implementing projects with simplified grants are required to submit periodic reports as determined in the grant agreement and a final report. If required by the donor, the grantee may have to submit a report listing the foreign taxes (value-added taxes and customs duties) assessed by the government of Albania on commodity purchase transactions valued at \$500 or more financed with Assist Impact project funds under this agreement (Attachment J).

**Step 13. Completion** –All grantees will be required to submit a completion report using the format in Attachment H).

# FORMS

The following forms are used to administer Assist Impact Grants:

Attachment A. Grant Application (including the Budget and Workplan forms)

Attachment B. Application Review and Evaluation Form

Attachment C. Pre-Award Survey Form

Attachment D. Environmental Documentation Form

Attachment E. Expense Report, Request for Reimbursement and Progress Report For (Simplified Grants only)

Attachment F. Tranche Payment Request Form and Progress Report (Fixed Obligation Grants only)

Attachment G. Receipt of Goods (For In-Kind Grants)

Attachment H. Grant Final Reporting Form

Attachment I. Grant Completion Certificate (Fixed Obligation Grants only)

Attachment J. U.S. Foreign Tax Reporting Form

Attachment K. Simplified Grant (SiG) Agreement

Attachment L. Fixed Obligation Grant Agreement

Attachment M. In-Kind Grant Agreement

Attachment N. Certifications and Mandatory Provisions

## ATTACHMENT A: GRANT APPLICATION



### Grant Application

**{Insert project title – not more than 50 characters}**

#### Project Summary

{Insert summary of the proposed grant. One paragraph, up to 200 words}

#### Basic Information

1. Name of Organization (applicant):
2. Date of establishment/court registration:
3. Address:
4. Telephone, email, skype name, website address:
5. Organization's designated representative (name and title):
6. Organization's mission statement:

The applicant operates as ☐ a corporation ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture organized under the laws of Albania.

7. Names, titles, mobile phone, email of three people that can attest to the applicant's past performance. (may not be staff of the applicant or a member, and/or board member of the applicant) to serve as references for the application:

1:  
2:  
3:

### **Background/Introduction**

8. Describe situational context/analysis of the issue:

### **Strategic and Technical Approach of Activity**

9. Specific goals and objective of the proposed project with expected results. Explain how the proposed activity will build capacity:

10. Location:

11. Description of the activity being proposed and technical approach (What exactly will you do to address the problem and achieve the goals). Describe the impact on the beneficiaries (including women, minorities). List all of your deliverables:

12. Describe sustainability of grant interventions after the end date:

13. Discuss any obstacles/limitations/risks that may limit the success of the project? How will you address the problems?

14. Provide project timeline:

### **Past Performance/Organizational Capacity**

15. Describe your experience with similar projects and experience in geographic region:

16. Staff skills relevant to the proposed project:

17. List your previous projects, donors and funding levels for the past 3 years:

<b>Project Title</b>	<b>Donor</b>	<b>Period of Performance</b>	<b>Total Amount</b>



## Gender Considerations

18. Describe the impact on women's issues (if not described above):

**Note:** A fully completed and signed Budget must be attached to the application before processing by Assist Impact can begin.

### Application Certification

We, the undersigned, hereby submit this Grant application to Assist Impact for review and consideration. We have materially participated in its preparation. To the best of our knowledge, all information provided is current, complete, and accurate and based on the need to efficiently and effectively meet the needs of the target population.

Applicant Certification:

Date of Application:

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### For Assist Impact Review and Evaluation Committee Use

Executive Director:	Designated Technical Officer:	Designated Evaluating Member:
Reviewed and recommended for a grant award ( )	Reviewed and recommended for a grant award ( )	Reviewed and recommended for a grant award ( )
Signature: Notes:	Signature: Notes:	Signature: Notes:
Date:	Date:	Date:

( ) Approved submission to the Donor

( ) Not approved (see cause below)

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

( ) Reviewed and Approved for Award

( ) Not approved

## SAMPLE GRANT APPLICATION BUDGET

The Budget Section consists of the following parts

1. Global budget showing a breakdown of costs. Project costs should be broken down by what amount Assist Impact will fund.
2. Budget notes: Use the “Notes” column to guide the reader to any explanations.
3. Provide detail under each budget heading. For example under “Personnel” include the individuals and salaries to be assigned to the project. Please indicate the percentage of time allocated to the project.
4. Please provide a detailed per activity budget in MS Excel

<i>(Insert name of the organization)</i>						
Activity Description	Units (items, days, months)	Cost per Unit	Total	Cost- share/Leveraging (ALL)	Assist Impact Funding	Notes
<b>1. Personnel</b>						Please indicate the % of time allocated to the project for each staff member
<i>(add lines and specify as needed)</i>			-		-	
<b>2. Social and Health Insurance Costs</b>	-	-	-		-	
<i>(add lines and specify as needed)</i>	-	-	-		-	
<b>3. Materials and Supplies</b>	-	-	-		-	
<i>(add lines and specify as needed)</i>	-	-	-		-	
<b>4. Travel</b>	-	-	-		-	
<i>(add lines and specify as needed)</i>	-	-	-		-	
<b>5. Other Direct Costs</b>	-	-	-		-	
<i>(add lines and specify as needed)</i>	-	-	-		-	
<b>TOTAL PROJECT COST</b>			0	0	0	

## **Budget Notes: (examples)**

The Budget Section consists of the following parts:

1. Global budget showing a breakdown of costs. Project costs should be broken down by what amount Assist Impact will fund.
2. Provide detail under each budget heading. For example under “Personnel” include the individuals and salaries to be assigned to the project.
3. Budget notes: Use the “Notes” column to guide the reader to any explanations.

### **Description of Budget Line Items:**

1. **Personnel** – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.
2. **Social and Health Insurance** – Social and Health Insurance estimate should be based on actual known costs or an established formula. These costs are for the personnel listed in budget category (1) and only for the percentage of time devoted to the project.
3. **Materials and Supplies** – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books and hand held tape recorders) and show the basis for computation. (Note: Organization’s own capitalization policy may be used for items costing less than \$5,000.) Generally, supplies include any materials that are expendable or consumed during the course of the project.
4. **Communication** - mobile and fixed telephone usage, internet costs.
5. **Travel** – Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at X lek bus fare, X lodging, X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel policies applied, applicant, or donor travel regulations. Please, note that according to Assist Impact travel policy Per diem may be provided only if the person stays overnight.
6. **Other Direct Costs** – List items (e.g., training venue rent, material reproduction etc.) by major type and the basis of the computation. For example, provide a monthly rental cost and how many months to rent.

**Please note, that generally Indirect Costs are not allowed to be charged to the grant (such as typical core office costs, i.e. office rent, utilities or office security costs). Indirect Costs can be counted towards Cost-Share/Leveraging. However, a portion or all of such costs may be attributable to the grant in cases where the grantee is a non-governmental organization and implementing Assist Impact grant activities requires 30% or more of the organizational resources such as office space, staff’s time etc. Proof of other funding must be provided when such a funding scheme is sought.**

## SAMPLE WORK PLAN

Activities/Dates	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Trainings in 10 communities							
Free voluntary counseling							
Report writing							

## INSTRUCTIONS FOR COMPLETING WORK PLAN

### Description of Work Activities Column

List all major tasks required to complete the grant activity. Examples: “Trainings in 10 communities” or “Free voluntary counseling for 100 beneficiaries.” At the top indicate the month and a year and highlight the appropriate cell(s) indicating the timing of the activity,

## ATTACHMENT B: SAMPLE APPLICATION REVIEW AND EVALUATION FORM

Applicant: \_\_\_\_\_ Project Title: \_\_\_\_\_

Strategic Fit (30 points)	Score	Comments if any
1. Relevance to Assist Impact goals? (10 pts)		
2. Sustainability of project results? (10 pts)		
3. Anticipated impact on the beneficiaries? (10 pts)		
<b>Technical Approach (40 points)</b>		
1. Clearly defined problem statement? (10 pts)		
2. Goals clearly defined? (10 pts)		
3. Innovative technical approach? (10 pts)		
4. Potential obstacles defined and solutions? (10 pts)		
<b>Past Performance/Organizational Capacity (25 points)</b>		
1. Past performance in similar projects? (5 pts)		
2. Relevant staff skills to the proposed project (5 pts)		
3. Experience in geographic region? (5 pts)		
4. Written accounting and procurement procedures? (5 pts)		
5. Capacity to adhere to donor financial guidelines? (5 pts)		
<b>Gender Considerations (5 points)</b>		
1. Impact on women's issues (5 pts)		
<b>Cost Effectiveness (not scored)</b>		
1. Are cost reasonable, allowable, and allocable? Y or N		
2. Is the proposal cost effective?		
3. Does the proposal have the required percentage of cost		

**Total Score** \_\_\_\_\_

Does the organization have legal status? Yes/No \_\_\_\_\_  
Donor/Government banned organization: Yes/No \_\_\_\_\_  
Application recommended for further review: Yes/No \_\_\_\_\_  
If no, should the applicant be encouraged to resubmit? Yes/No \_\_\_\_\_

Proceed in Cycle \_\_\_\_\_ Decline Funding \_\_\_\_\_

By affixing my signature below, I hereby certify that I have no real or apparent conflict of interest concerning this concept paper, the applicant organization, or any other consultant of business that may be involved in the referenced project.

Evaluators Name:

Signature:

Date:

## ATTACHMENT C: PRE-AWARD SURVEY FORM

The pre-award survey is used:

1. To determine whether the organization has sufficient financial and managerial capacity to manage the donor funds in accordance with the donor requirements,
2. To determine the most appropriate method of financing to use under the potential award, and
3. To determine the degree of support and oversight necessary to ensure proper accountability of funds provided to the organization.

The following items, if available, must be collected from the organization for a desk review:

1. Record of legal registration; other material licenses and permits
2. For firms or for profit entities, one or more annual financial statements (income and expenditure report and balance sheet)
3. Audit report of the most current audit
4. Written policies or manuals:
  - Financial management (accounting and internal controls)
  - Personnel (to include timekeeping/activity reports or other personnel time tracking systems)
  - Travel policies and procedures
5. List of current funding sources (project, title, duration and funding amount)
6. List of pending grant applications (project, title, duration and funding amount)

## Pre-Award Survey Questionnaire

The main purpose of this questionnaire is to understand the systems adopted by your institution for financial oversight and accounting of grant funds. The questionnaire will assist Assist Impact Program and Finance Officers to identify the extent to which your institution's financial systems match the requirements of the international standards. This information will help the Assist Impact staff work with you and your institution to review problem areas that may be identified; thereby avoiding any problems or oversights which would be reportable should an audit of the program or institution be required.

The questionnaire should be completed by the financial officer of your institution. This questionnaire is informational only, and will not have any bearing on the Assist Impact agreement to support your institution based on the technical merit of the proposal therefore, please answer all questions to the best of your knowledge.

### SECTION A. General Information

Please complete this section which provides general information on your institution.

Name of Institution:

Name and Title of Financial Contact Person:

Name of Person Filling out Questionnaire:

Address:

Telephone (fixed and mobile), E-mail, skype name (if applicable):

Date (the questionnaire completed):

### SECTION B. Internal Controls

Internal controls are procedures which ensure that: 1) financial transactions are approved by an authorized individual and are consistent with Albanian laws, regulations and your institution's policies; 2) assets are maintained safely and controlled, and 3) accounting records are complete, accurate and maintained on a consistent basis. Please complete the following questions concerning your institution's internal controls.

1. Does management have a complete list of all staff employed? Please provide a copy of the current organizational chart if any exists.

Yes: ☐

No: ☐

2. How many employees are working in the organization?

Full time		Volunteers	
Part time			

3. Does your institution maintain a record of how much time employees spend on different projects or activities?

Yes: ☐

No: ☐

4. If yes, how?

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5. Do you maintain inventory records for your institution's equipment?

Yes: ☐

No: ☐ (if no, explain)

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6. How often do you check actual inventory against inventory records?

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7. Are procurement policies and procedures in writing?

Yes: ☐

No: ☐

8. Is the procurement function segregated from the accounting function? Is the person doing the purchasing different from the person doing the accounting?

Yes: ☐

No: ☐

9. Are all procured items authorized by responsible person prior to procurement? If yes, by whom?

Yes: ☐

No: ☐

10. Does the organization obtain written quotations from at least 3 supplies before selection? What is the threshold for purchases requiring quotations? If no quotations, please explain.

☐

☐



Yes:

No:

11. Are offers with lowest prices usually selected and if lowest price is not selected, written justification provided?

Yes: ☐

No: ☐

12. Are all financial transactions approved by an appropriate employee?

Yes: ☐

No: ☐

13. Does your institution have a procedure for the documentation of approval of payments by the appropriate employee?

Yes: ☐

No: ☐

14. Does your institution require supporting documentation (such as original invoice or receipt) prior to payment for expenditures?

Yes: ☐

No: ☐

15. Does your institution require that such documentation be maintained over a period of time?

Yes: ☐

No: ☐

If Yes, how long are such records kept?

16. Are different individuals within your institution responsible for approving, disbursing, and accounting of transactions?

Yes: ☐

No: ☐

17. Are the functions of checking the accuracy of your accounts and the daily recording of accounting data performed by different individuals?

Yes: ☐

No: ☐

### **SECTION C: Fund Control and Accounting Systems**

Fund Control essentially means that access to bank account and/or other cash assets is limited to authorized individuals. Bank balances should be reconciled periodically to the accounting records. If cash cannot be maintained in a bank, it is very important to have strict controls over its maintenance and disbursement.

An Accounting System accurately records all financial transactions and ensures that these transactions are supported by documentation. Some institutions may have computerized accounting systems while others use a manual system to record transactions in a ledger. In all cases, the expenditure of funds provided by the Assist Impact must be properly authorized, used for the intended purpose and recorded in an organized and consistent manner.

1. Does your organization maintain separate accounting of funds for different projects by:

Separate bank accounts: ☐

A fund accounting system: ☐

2. Will any cash from the grant funds be maintained outside a bank (in petty cash funds, etc.)?

Yes: ☐

No: ☐

If Yes, explain the amount of funds to be maintained, the purpose and person responsible for safeguarding these funds.

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3. Does your organization have written accounting policies and procedures?

Yes: ☐

No: ☐

If Yes, what accounting software/system do you use?.

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4. Are your financial reports prepared on a:

Cash basis: ☐

Accrual basis: ☐

5. Is your organization's accounting system capable of recording transactions, including date, amount and description?

Yes: ☐

No: ☐

6. Is your organization's accounting system capable of accumulating individual grant transactions according to budget categories in the approved budget?

Yes: ☐

No: ☐

7. Is your organization's accounting system designated to detect errors in a timely manner?

Yes: ☐

No: ☐

8. Are reconciliations between bank statements and accounting records performed monthly and reviewed by an appropriate individual?

Yes: ☐

No: ☐

#### SECTION D. Audit

Assist Impact 's grant provisions require recipients to adhere to donor regulations, including requirements to maintain records for a minimum of three years to make accounting records available for review by appropriate representatives of donor or Assist Impact, and, in some cases, may require an audit to be performed of your accounting records. Please provide the following information on prior audits of your institution.

1. Do you anticipate that your organization will have other sources of U.S. government funds during the period of this grant agreement?

Yes: ☐

No: ☐

2. Have external accountants ever performed an audit of your organization's financial statements?

Yes: ☐

No: ☐

If yes, please provide Assist Impact with a copy of your most recent report.

3. Does your organization have regular audits?

Yes: ☐

No: ☐

If Yes, who performs the audit and how frequently is it performed?

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4. If you do not have a current audit of your financial statements, please provide Assist Impact with a copy of the following financial statements, if available:

a. A "Balance Sheet" for the most current and previous year, and

b. An "Income Statement" for the most current and previous year.

5. Are there any circumstances that would prevent your institution from obtaining an audit?

Yes: ☐

No: ☐

If yes, please provide details:

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6. Is your organization facing any lawsuits? If yes, describe and give status and expected outcome.

Yes: ☐

No: ☐

7. Does your organization have a DUNS number? If yes, please provide.

Yes: ☐

No: ☐

## ATTACHMENT D: ENVIRONMENTAL DOCUMENTATION FOR GRANT ACTIVITIES - (to be completed by the Technical Officer)

### Simplified Environmental Screening Form

#### A. Applicant information

Organization	Grant title
Individual contact and title	Address, phone & email (if available)
Proposed activity (brief description)	Amount of funding requested
Location of proposed activity	Start and end date of proposed activity

#### B. Activities, screening results, and recommended determination

Proposed activities (continue on additional page if necessary)	Screening result (see attached guidance)			Recommended Determinations (Complete for all moderate/unknown and high-risk activities)		
	Very Low Risk	High-Risk*	Moderate or unknown risk*	No significant adverse impact	With specified mitigation, no significant adverse impact,	Significant Adverse impact
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

\*These screening results require completion of an Environmental Review Report

C. Summary of recommended determinations (check ALL that apply)

The proposal contains. . .	
<input type="checkbox"/> Very low risk activities	<i>categorical exclusion(s)</i>
<input type="checkbox"/> After environmental review, activities determined to have <b>no significant adverse impact*</b>	<i>negative determination(s)*</i>
<input type="checkbox"/> After environmental review, activities determined to have <b>no significant adverse impact, given specified mitigation and monitoring*</b>	<i>negative determination(s) with conditions*</i>
<input type="checkbox"/> After environmental review, activities determined to have <b>significant adverse impact*</b>	<i>positive determination(s)*</i>

\*for these determinations, the form is not complete unless accompanied by Environmental Review Report

**No potential adverse environmental impact:**

D. Certification by Technical Officer:

I, the undersigned, certify that the information on this form is correct and complete:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Print name) \_\_\_\_\_

## Potential adverse environmental impact:

For activities that fall under “no significant adverse impacts, given specified mitigation and monitoring” or “significant adverse impact” categories, the Technical Officer must complete the sections below.

- The following actions have been and will be taken to assure that the activity complies with environmental requirement established for this Project:

1

2

3

- Those responsible for implementing this activity have received training in environmental review AND training and/or documentation describing essential design elements and best practices for activities of this nature.
- These design elements and best practices will be followed in implementing this activity:

1

2

3

- Any specific mitigation or monitoring measures described in the Environmental Review Report will be implemented in their entirety.
- Compliance with these conditions will be regularly confirmed and documented by on-site inspections during the activity and at its completion.

### D. Certification by Technical Officer:

I, the undersigned, certify that the information on this form is correct and complete:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Print name) \_\_\_\_\_

Note: if screening results for any activity are “high risk” or “moderate or unknown risk,” this form is not complete unless accompanied by an environmental review report.

## ATTACHMENT E: EXPENSE REPORT, REQUEST FOR REIMBURSEMENT, AND PROGRESS REPORT FORM (Simplified Grants ONLY)

<b>1. Recipient Organization:</b> <i>Name:</i>	<b>2. Assist Impact/ Prime Donor Agreement Ref:</b>	
	<b>3. Grant No.:</b>	
<i>Address:</i>	<b>4. Grant Period:</b> <div style="text-align: right;"><i>Start Date:</i></div> <div style="text-align: right;"><i>End Date:</i></div>	
	<b>5. Current Period:</b> <div style="text-align: right;"><i>Start Date:</i></div> <div style="text-align: right;"><i>End Date:</i></div>	

Activity Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures To Date (including this period) (C)	Remaining Balance (A-C)	Notes
1. Personnel					
2. Social and Health Insurance Costs					
3. Materials and Supplies					
4. Travel					
5. Other Direct Costs					
<b>TOTAL</b>					

When possible, please include the supporting documentation for the expenses listed above (e.g. receipts, employee timesheets)

### Progress Report

**Grantee's Assessment of Progress of grant activities\*** (with reference to the specific tasks):

**Constraints Identified and/or Problems Encountered During Implementation** (with reference to the specific tasks):

**Actions Taken to Remove Constraints and/or Correct Problems** (with reference to the specific tasks):

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\* Please include digital photos (300 dpi), video and any other material documenting grant implementation.



**Submitted for Payment** — The above presented expenses have been achieved in accordance with all terms and conditions stated in the grant award and all incorporated documents, including the approved grant application with implementation and financial plans. Action has been or will be taken in a timely and adequate manner to remove constraints and/or correct problems.

Grantee Certificate			
I certify that to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the agreement documents.	Authorized Certifying Official	Signature:	Date Report Submitted:
		Type or Printed Name and Title:	Telephone:

**Certified** – I have reviewed the above elements and have found all information to be accurate and complete with respect to my grant file records.

**Technical Grant Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

Technical Manager	_____	Approved
Finance Manager	_____	Reconciled
Executive Director	_____	Approved
Total Grant (ALL)	_____	
Cumulative Payments (ALL)	_____	(inclusive of this payment)
Balance (ALL)	_____	

**ATTACHMENT F: TRANCHE PAYMENT REQUEST FORM AND PROGRESS  
REPORT (Fixed Obligation Grant ONLY)**

**TRANCHE PAYMENT REQUEST FORM AND PROGRESS REPORT**

Grant No. \_\_\_\_\_ Date \_\_\_\_\_

Grantee Name \_\_\_\_\_

Grant Activity Title \_\_\_\_\_

*TRANCHE PAYMENT ELEMENTS*

Tranche Payment #	Milestone(s) Description	Amount (ALL)
<b>TOTAL:</b>		

**Progress Report**

**Grantee's Assessment of Work Progress**\* (with reference to the specific tasks):

**Constraints Identified and/or Problems Encountered During Implementation** (with reference to the specific tasks):

**Actions Taken to Remove Constraints and/or Correct Problems** (with reference to the specific tasks):

**Submitted for Payment** — The above presented expenses have been achieved in accordance with all terms and conditions stated in the grant award and all incorporated documents, including the approved grant application with implementation and financial plans. Action has been or will be taken in a timely and adequate manner to remove constraints and/or correct problems.

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\* Please include digital photos (300 dpi), video and any other material documenting grant implementation.

Grantee Certificate			
I certify that to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the agreement documents.	Authorized Certifying Official	Signature:	Date Report Submitted:
		Type or Printed Name and Title:	Telephone:

**Certified** – I have reviewed the above elements and have found all information to be accurate and complete with respect to my grant file records.

**Technical Grant Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

Technical Manager	_____	Approved
Finance Manager	_____	Reconciled
Executive Director	_____	Approved
Total Grant (ALL)	_____	
Cumulative Payments (ALL)	_____	(inclusive of this payment)
Balance (ALL)	_____	

## ATTACHMENT G: RECEIPT OF GOODS (for In-Kind Grants)



### Receipt of In-Kind Goods

The undersigned accepts receipt of materials as detailed in the listing provided below:

**{insert the list of items from the grant agreement budget, e.g.}**

**Description**

**Estimated Current Fair  
Market Value (FMV)**

\_\_\_\_\_, e.g., 100 rolls plastic sheeting

ALL \_\_\_\_\_

\_\_\_\_\_, e.g., 5 laptops

ALL \_\_\_\_\_

**TOTAL VALUE OF DONATION ALL \_\_\_\_\_**

\_\_\_\_\_

Grantee Representative Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## ATTACHMENT H: GRANT FINAL REPORTING FORM

### Grant Final Report

Grant title:	Grant #:
Grant location (city, town, or village):	Grant agreement amt:
Start date:	End date:
Grantee:	E-mail:
Grantee contact name and title:	Tel/mobile #:

1) Please give a short summary of your project implementation, including successes, lessons learned, and problems encountered (if any). Please include digital photos (300 dpi), video and any other material documenting grant implementation.

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2) What has been the impact of this project?

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3) Beneficiaries:

Number of beneficiaries for this project: Females \_\_\_\_\_ Males: \_\_\_\_\_

Please describe who the beneficiaries are (for example: ethnic minorities, women, students, youth):

*This information contained in this report is true and accurate to the best of my knowledge.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT I: GRANT COMPLETION CERTIFICATE

### GRANT COMPLETION CERTIFICATE

Grant No.:

Grant Title:

Grantee Name:

With reference to the above mentioned Grant Agreement that was entered into with Assist Impact, in my capacity as the grantee representative, I hereby certify that:

**Technical Completion** – With reference to all material aspects of our Application with Work-Plan and Deliverables, and any subsequent jointly agreed-upon modification(s), my organization has achieved the stated grant objective(s) and verifiable results as presented, with the exception of the following:

\*\*\*\*\* **None** \*\*\*\*\*

**On Behalf of the Grantee:**

**On Behalf of Assist Impact:**

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **ATTACHMENT J: TAX REPORTING FORMAT**

**Reserved**

## ATTACHMENT K: SIMPLIFIED GRANT (SIG) AGREEMENT



### SIMPLIFIED GRANT AGREEMENT NO. AI-2014-00X

*[Insert grant title]*

- 1. Grantee:** Name of Nongovernmental Organization  
Contact information (address, telephone, email)
- 2. Grantee Representative:** Name, Title  
Contact information (address, telephone, email)

In response to your application(s) dated {insert}, Assist Impact is pleased to award {insert} (hereinafter referred to as the Grantee), a grant of {insert amount in local currency or prime donor designated currency}, not to exceed {insert amount in donor designated currency} in {insert name of local currency} equivalent in support of insert {project name}.

The project, as outlined in {insert applicant name} application and finalized during negotiations, entails {insert a short description of the activities}.

{revise this paragraph based on the prime donor agreement} Funding for this activity is provided under USAID Agreement No. AID-182-A-12-00001. This award is made in accordance with the prime donor requirements.

By signing this Grant Agreement, Grantee agrees that:

1. Grantee will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. Grantee will maintain records of transactions related to the Grant Agreement for at least three years after the final payment. The Grantee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to Assist Impact and to allow for an accounting of Assist Impact Grant project costs separate from costs funded by other sources and the ability to report accordingly. After the end of the agreement, Assist Impact and the prime donor retain the right, at their discretion, to examine all or a sample of the Grantee's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
3. Assist Impact is not liable for reimbursing the Grantee for any amount in excess of the obligated amount, or outside of the Grant Period, as provided in the Schedule. We understand that the Grantee will contribute goods and services valued at approximately ALL {insert}.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to implement any activity under this Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment or property for the grant as long as it is needed for such.



5. Grantee will obtain the Assist Impact Executive Director's written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the budget and the budget line items; or 3) change in the Grant Agreement completion date.
6. Grantee shall inform Assist Impact promptly in writing of any changes in its officers, name, legal status, address, or telephone/fax number.
7. Assist Impact will conduct monitoring of the grant program, including site visits as appropriate.
8. On submission of the request for payment for the final installment, the Grantee must certify that the grant is completed and the Grantee will make no further claim against the grantor after final payment.
9. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If Assist Impact and/or the prime donor terminate this award, the Grantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Executive Director must determine the amount(s) to be paid by Assist Impact to the Grantee under such claim in accordance with the legally applicable Cost Principles.
10. Any dispute under this award will be decided by the Assist Impact Executive Director. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to the prime donor {insert the name of the prime donor} and Assist Impact assumes no liability for any third party claims against the Grantee.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant, and return one original to Assist Impact at the following address:

**Assist Impact**  
***Ref. Grants Program***  
Rr. Hoxha Tahsim, nr. 52, (next to Pharmacy 5)  
Tirana, Albania  
Tel/Fax: +355 4 2375361

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Standard Provisions
5. Financial and Reporting Forms

**Awarded on Behalf of Assist Impact**

**Accepted on Behalf of Grantee**

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Assist Impact, Executive Director

Grantee's Representative

Effective Date of Grant \_\_\_\_\_

## ATTACHMENT 1

### SCHEDULE

#### A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

#### B. GRANT PERIOD

The effective date of this grant is **{insert Start Date}**. The estimated completion date of the grant is **{insert End Date}**.

#### C. AMOUNT OF AWARD AND PAYMENT

1. Assist Impact hereby awards the amount of **{insert Award Amount}** for purposes of this grant. See complete detailed Budget attached within the Program Description.

2. It is a grantee's responsibility to monitor activities and expenditures to ensure compliance with the approved budget for the grant. A deviation up to 10% across budget lines is allowed, however the Grantee is required to request a budget amendment if the over-expenditures are anticipated to total more than 10% of the grant award. This is considered a significant variance from the approved budget. It is a grantee's responsibility to request a budget amendment, to align the budget and anticipated actual costs, **before** a significant variance occurs. **{optional provision. To be included on a case by case basis}**

3. Payment will be made [pursuant to the Standard Provision "Advance Payment and Refunds. (*if advances are authorized*)] **OR** [*if advances are not authorized, use the following*]: "to the Grantee upon presentation to the Assist Impact a properly prepared voucher using the enclosed Expense Report and Request for Reimbursement Form and providing any other documentation required by Assist Impact. Appropriate supporting documentation to the financial report includes the copy of invoice from suppliers who are able to issue invoices, and when this is not the case, receipts. The Grantee is required to provide a final report (see Attachments), simultaneously with the final request for reimbursement.

Payment shall be made within **30** days after receipt of a proper request form or the verification by Assist Impact of the activities completion for which payment is requested, whichever is later. Assist Impact reserves the right to withhold payment subject to activity progress verification. The Grantee is encouraged to submit the above referenced payment documentation as e-mail attachments to the following e-mail **{insert e-mail address of the designated Technical Officer}**. Payment documentation may also be submitted in hard copy paper form.

4. Payment will be made to the Grantee by means of:

- ( ) Wire transfer to Grantee bank account ({name of account, number, and bank name and address})
- ( ) Bank check in the name of Grantee (*{organization name only}*)

#### D. GRANT AGREEMENT BUDGET

1. Following is the detailed budget associated with the program which has been agreed upon between Assist Impact and the Grantee, for funding under this Grant Agreement. **{insert the final budget version per application/negotiations}**

## ATTACHMENT 2

### SAMPLE PROGRAM DESCRIPTION FOR: {insert name of activity}

#### 1. STATEMENT OF PURPOSE

{Insert}

#### 2. BACKGROUND

{Insert}

#### 3. PROGRAM GOALS AND OBJECTIVES

{Insert}

#### 4. ILLUSTRATIVE ACTIVITIES AND TIMELINES {or WORKPLAN}

Activity/Description	Estimated Time to Complete	Detailed Activity and Output
1.		
2.		
3.		
4.		

#### 5. KEY PERSONNEL

- 1.
- 2.
- 3.

#### 6. EXPECTED OUTCOMES

{Insert}

#### 7. PROJECT OVERSIGHT

The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of Assist Impact about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The grant award does not imply that the responsibility for operative decisions has been transferred to Assist Impact. The Grantee has the responsibility of notifying Assist Impact about any significant problems associated with the administrative or financial aspects of the grant award.

**Purchases** – The Grantee hereby agrees to document that reasonable steps will be taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources. When items are purchased under this grant agreement, the appropriate documentation must be kept on file to justify the purchase, together with a comparative table and 3 quotations. For construction or other services contracts the publication and bidding processes for the contract(s) must be presented. If it is not possible to obtain 3 quotations (e.g. if only one or two suppliers exist) the justification should be presented in writing. For items costing more than US \$2,500 three price quotations must be presented, shown on a comparative table and selecting the best option based on price and quality.

**Other Financial Requirements** - This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions set forth herein as follows:

1. No indirect costs/administrative fees are applicable in relation to total direct costs for the Grantee's accounting periods for the duration of this grant.
2. At the request of Assist Impact, the Grantee shall return any of the funds received to Assist Impact which have been used for any questionable or unallowable expenses, as determined by Assist Impact, which do not comply with the terms and conditions of this grant.

**Cost Share/Leveraging** – The Grantee agrees to provide cost share and/or leveraged funding in the amount specified in Item 3 of the Grant Agreement. If the Grantee fails to act in good faith to meet the cost sharing (matching) requirements, Assist Impact may consider it sufficient reason to terminate the award if an alternative resolution cannot be agreed upon with the Grantee. The Grantee must submit a certified statement stating the cost share expended on this grant.

**Environmental Follow-up** *{include environmental compliance or mitigation terms when applicable. Delete this part if not applicable.}*

**Reporting** - The Grantee will present reports using the format shown in Annex Five: "Financial and Programmatic Report Formats". The Grantee will present the reports every quarter or at the request of the Assist Impact technical staff. For projects completed in less than a six-month period, a final financial and programmatic report must be submitted to Assist Impact upon completion.

The first quarterly report or single final report is due on {insert}.  
**{Provide detailed reporting schedule here: if necessary indicate differences if financial and program reports have different schedules}.**

**A. Financial Reports** - The Grantee will present financial report showing the budgeted amounts, amounts expended for each line of the budget and the amount remaining and shall be accompanied by appropriate supporting documentation. The Financial Report shall indicate cost-share amounts, supported by appropriate documentation.

**B. Program Report** - The Grantee will present Program Reports that must 1) demonstrate actual results based on the project's activities, objectives, and goals; 2) describe the activities planned for the upcoming period; and 3) identify any potential and existing problems. The Grantee must submit any required deliverables with the Program Report including digital photos and video/audio material.

**C. Final Report** - The Grantee will present the Final Program Report by **{insert date, e.g 15 days prior to the grant end date}**. The Final Program Report will demonstrate overall results achieved, providing as much detail as possible on the number of beneficiaries. In addition, at the end of the grant before the final payment the Recipient shall submit a **report on value-added taxes** and customs duties per the requirements outlined in the section **N.10 REPORTING HOST GOVERNMENT TAXES** (please see Attachment 4: Standard Provisions).

### **Other Terms and Conditions**

**A.** The Grantee hereby agrees to indemnify, defend and hold Assist Impact, its respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by Assist Impact or any of the foregoing persons that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of Grantee hereunder or (ii) errors, omissions or fault of Grantee in the performance or services pursuant

to the Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

**B. Termination and Suspension** - The Grantee shall adhere to the following provisions on Termination and Suspension:

1. Assist Impact may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
2. This award may be terminated at any time, in whole or in part, by Assist Impact with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from Assist Impact to the recipient.
3. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to Assist Impact with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if Assist Impact determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, Assist Impact may terminate the award in its entirety in accordance with paragraphs (1) or (2) above.
4. If at any time the prime donor determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the interest of the donor or would be in violation of an applicable law, then the donor may directly or through Assist Impact, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then the donor, directly or through Assist Impact, may terminate this award on written notice to the recipient and cancel that portion of this award which has not been irrevocably committed to third parties.
5. Assist Impact and the prime donor reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.
6. Assist Impact and the prime donor reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
7. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures financed by this award. The recipient shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.

## **8. CLOSEOUT**

**{Insert any special condition that might be applicable}**

The Grantee must certify in writing to Assist Impact at the end of the grant that the activity was completed. If unable to certify, the Grantee shall be expected to make appropriate reimbursements to

Assist Impact. Grant close out will be accomplished with Assist Impact acceptance of results achieved, approval of final payment, and submission of certification by the Grantee.

## ATTACHMENT 3

### BRANDING STRATEGY AND MARKING PLAN

Assist Impact and the Grantee will refer to the project as a joint Donor/Assist Impact/Grantee project, thus Assist Impact proposes co-branding for most activities and communication products. In addition, Assist Impact and the Grantee will ensure visibility is given to other partners and/or international institutions as deemed appropriate. For any activities being co-sponsored in collaboration with the host-country government (central/regional/local) agencies, materials and communications will be co-branded and the identities will be of equal size.

The Branding Implementation Plan aims at publicizing program activities and interventions funded by the Donor/Assist Impact through the following mechanisms:

- Regular and prominent display of the Donor/Assist Impact logos in process-oriented program/intervention documents and presentations, with the Grantee's logo/name;
- Regular communication with Assist Impact's designated Technical Officer in order to place important events and success stories on Assist Impact and the Donor websites and to facilitate the development of press releases for program activities, at the discretion of Assist Impact and the Donor;
- Printed materials produced by the Grantee will bear the Grantee's logo; the Donor/Assist Impact identity may be included at the discretion of Assist Impact;
- Presentations at official meetings and events will bear the Donor/Assist Impact logo, with the Grantee's logo/name.

All materials developed for activities will be marked with the Donor/Assist Impact and Grantee's logos including: opening/closing events and ceremonies; success stories; placement of news stories and articles on Grantee's website or submitted to Assist Impact for use on their website; special events hosted; presentations made (including Power Point slides); Program/intervention completion certificates; all official communication with stakeholders on the Grantee letterhead will acknowledge the Donor and Assist Impact as the funding sources; updates, final reports will be marked the Donor/Assist Impact and the Grantee's logos; studies, brochures, reports, leaflets, newsletters and any other printed materials published with funding provided by the Donor and Assist Impact will include the Donor and Assist Impact logos.

***Procurement (Commodities:)*** All commodities purchased with Assist Impact/Donor funds will be marked with generic Assist Impact and Donor logo, labeled and logged in institutional inventory listing. On a case-by-case basis and at the discretion of Assist Impact and the Donor, on-site signage will be considered for renovation projects as well as for larger procurements.

#### ***Potential Exceptions to the Branding and Marking Plans:***

Each exception will be requested officially on an individual basis from Assist Impact. For example when ownership of the materials produced or meetings held is better ascribed to one of Assist Impact and the Donor's partners as a means to bolster their standing in the country an exception might be granted.

#### **ATTACHMENT 4**

##### **STANDARD PROVISIONS**

**{per prime donor requirements. Insert the applicable ones on a case by case basis}**

**ATTACHMENT 5 (forms, reimbursement request form, financial reporting, taxes etc.)**



## ATTACHMENT L: FIXED OBLIGATION GRANT (FOG) AGREEMENT



### FIXED OBLIGATION GRANT AGREEMENT NO. AI-2014-00X

*[Insert grant title]*

- 1. Grantee:** Name of Nongovernmental Organization  
Contact information (address, telephone, fax, email)
- 2. Grantee Representative:** Name, Title  
Contact information (address, telephone, fax, email)

In response to your application(s) dated {insert}, Assist Impact is pleased to award {insert} (hereinafter referred to as the Grantee), a grant of {insert amount in local currency or prime donor designated currency}, not to exceed {insert amount in donor designated currency} in {insert name of local currency} equivalent in support of {insert project name}.

The project, as outlined in {insert applicant name} application and finalized during negotiations, entails {insert a short description of the activities}.

{revise this paragraph based on the prime donor agreement} Funding for this activity is provided under *USAID Agreement No. AID-182-A-12-00001*. This award is made in accordance with the prime donor requirements.

By signing this Grant Agreement, Grantee agrees that:

1. Grantee will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. Grantee will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement, Assist Impact and the prime donor retain the right, at their discretion, to examine all or a sample of the Grantee's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
3. Assist Impact is not liable for reimbursing the Grantee for any amount in excess of the obligated amount, or outside of the Grant Period, as provided in the Schedule. We understand that the Grantee will contribute goods and services valued at approximately ALL {insert}.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment or property for the grant as long as it is needed for such.
5. Grantee will obtain the Assist Impact Executive Director's written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.

6. Assist Impact will conduct monitoring of the grant program, including site visits as appropriate.
7. On submission of the voucher for payment for the final milestone, the Grantee must certify that the grant is completed and the Grantee will make no further claim against the grantor after final payment.
8. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If Assist Impact and/or the prime donor terminate this award, the Grantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Executive Director must determine the amount(s) to be paid by Assist Impact to the Grantee under such claim in accordance with the legally applicable Cost Principles.
8. Any dispute under this award will be decided by the Assist Impact Executive Director. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to the prime donor **{insert the name of the prime donor}** and Assist Impact assumes no liability for any third party claims against the Grantee.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant, and return one original to Assist Impact at the following address:

**Assist Impact**  
***Ref. Grants Program***  
Rr. Hoxha Tahsim, nr. 52, (next to Pharmacia 5)  
Tirana, Albania  
Tel/Fax: +355 4 2375361

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Standard Provisions
5. Financial and Reporting Forms

**Awarded on Behalf of Assist Impact**

**Accepted on Behalf of Grantee**

\_\_\_\_\_  
Assist Impact, Executive Director

\_\_\_\_\_  
Grantee's Representative

Effective Date of Grant \_\_\_\_\_

## ATTACHMENT 1

### SCHEDULE

#### A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

#### B. GRANT PERIOD

The effective date of this grant is {insert Start Date}. The estimated completion date of the grant is {insert End Date} or {"upon submission of the final milestone"} (see example below in Milestone chart.)).

#### C. AMOUNT OF AWARD AND PAYMENT

1. Assist Impact hereby awards the amount of [Award Amount] for purposes of this grant. See complete detailed Budget attached within the Program Description.

2. Payment will be made ["pursuant to the Standard Provision "Advance Payment and Refunds." (if advances are authorized)]. **OR** [(if advances are not authorized, use the following: ) "to the Grantee upon presentation to the Assist a properly prepared voucher using the enclosed reimbursement form {modify as needed}, with a certification that the Milestone being billed has been completed and providing any other documentation required by Assist Impact specified with each milestone. Each voucher will be identified by the grant number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be within 30 days after receipt of a proper voucher or the verification by Assist Impact of milestone completion for which payment is requested, whichever is later. Assist Impact reserves the right to withhold payment subject to milestone completion verification. The Grantee is encouraged to submit the above referenced payment documentation as e-mail attachments to the e-mail address provided for Assist Impact. Payment documentation may also be submitted in hard copy paper form.

3. Payment will be made to the grantee by means of:

- ( ) Wire transfer to grantee bank account ({name of account, number, and bank name and address})
- ( ) Bank check in the name of grantee ({organization name only})

#### D. GRANT AGREEMENT BUDGET

1. Following is the Schedule of Milestones associated with the program which has been agreed upon between Assist Impact and the Grantee, for funding under this Grant Agreement.

2. The accomplishment of each Milestone will be based on the successful submittal or completion of the tasks or deliverables delineated for that Milestone:

Milestone	Description of Milestone	Required Deliverable	Completion Date (if applicable)	Amount
1.	[Example: Acceptance of a detailed work plan and monitoring and evaluation plan]	[Example: prime donor approved work plan and M&E plan, showing concurrence by Ministry of Agriculture]		ALL
2.				ALL

<b>3.</b>				ALL
<b>4.</b>	[Example: Acceptance of Final Report]	[Example: prime donor approved Final Report, as described herein.]		ALL
<b>TOTAL</b>				<b>ALL</b>

**{milestones are in sequential order unless the schedule provides otherwise.}**

## ATTACHMENT 2

### SAMPLE PROGRAM DESCRIPTION FOR: {insert name of activity}

#### 1. STATEMENT OF PURPOSE

{Insert}

#### 2. BACKGROUND

{Insert}

#### 3. PROGRAM GOALS AND OBJECTIVES

{Insert}

#### 4. ILLUSTRATIVE ACTIVITIES AND TIMELINES {or WORKPLAN}

Milestone/Description	Estimated Time to Complete	Detailed Activity and Output
1.		
2.		
3.		
4.		

#### 5. KEY PERSONNEL

- 1.
- 2.
- 3.

#### 6. EXPECTED OUTCOMES

{Insert}

#### 7. PROJECT OVERSIGHT

{Insert. }

**Purchases** – The grantee hereby agrees to document that reasonable steps will be taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources.

**Cost Share/Leveraging** – The grantee agrees to provide cost share and/or leveraged funding in the amount specified in Item 3 of the Grant Agreement. If the grantee fails to act in good faith to meet the cost sharing (matching) requirements, Assist Impact may consider it sufficient reason to terminate the award if an alternative resolution cannot be agree upon with the grantee. The grantee must submit a certified statement stating the cost share expended on this grant.

**Environmental Follow-up** {include environmental compliance or mitigation terms when applicable.}

#### 8. CLOSEOUT

{Insert}

In addition, at the end of the grant before the final payment the Recipient shall submit a **report on value-added taxes** and customs duties per the requirements outlined in the section **N.10** REPORTING HOST GOVERNMENT TAXES (please see Attachment 4: Standard Provisions).

## ATTACHMENT 3

### BRANDING AND MARKING PLAN

Assist Impact and the Grantee will refer to the project as a joint Donor/Assist Impact/Grantee project, thus Assist Impact proposes co-branding for most activities and communication products. In addition, Assist Impact and the Grantee will ensure visibility is given to other partners and/or international institutions as deemed appropriate. For any activities being co-sponsored in collaboration with the host-country government (central/regional/local) agencies, materials and communications will be co-branded and the identities will be of equal size.

The Branding Implementation Plan aims at publicizing program activities and interventions funded by the Donor/Assist Impact through the following mechanisms:

- Regular and prominent display of the Donor/Assist Impact logos in process-oriented program/intervention documents and presentations, with the Grantee's logo/name;
- Regular communication with Assist Impact's designated Technical Officer in order to place important events and success stories on Assist Impact and the Donor websites and to facilitate the development of press releases for program activities, at the discretion of Assist Impact and the Donor;
- Printed materials produced by the Grantee will bear the Grantee's logo; the Donor/Assist Impact identity may be included at the discretion of Assist Impact;
- Presentations at official meetings and events will bear the Donor/Assist Impact logo, with the Grantee's logo/name.

All materials developed for activities will be marked with the Donor/Assist Impact and Grantee's logos including: opening/closing events and ceremonies; success stories; placement of news stories and articles on Grantee's website or submitted to Assist Impact for use on their website; special events hosted; presentations made (including Power Point slides); Program/intervention completion certificates; all official communication with stakeholders on the Grantee letterhead will acknowledge the Donor and Assist Impact as the funding sources; updates, final reports will be marked the Donor/Assist Impact and the Grantee's logos; studies, brochures, reports, leaflets, newsletters and any other printed materials published with funding provided by the Donor and Assist Impact will include the Donor and Assist Impact logos.

***Procurement (Commodities:)*** All commodities purchased with Assist Impact/Donor funds will be marked with generic Assist Impact and Donor logo, labeled and logged in institutional inventory listing. On a case-by-case basis and at the discretion of Assist Impact and the Donor, on-site signage will be considered for renovation projects as well as for larger procurements.

#### ***Potential Exceptions to the Branding and Marking Plans:***

Each exception will be requested officially on an individual basis from Assist Impact. For example when ownership of the materials produced or meetings held is better ascribed to one of Assist Impact and the Donor's partners as a means to bolster their standing in the country an exception might be granted.

**ATTACHMENT 4: STANDARD PROVISIONS**

**{add per prime donor requirements. Insert the applicable ones on a case by case basis}**

**ATTACHMENT 5: Financial and Reporting Forms** **{add the applicable tranche payment and reporting forms}**



## ATTACHMENT M: IN-KIND GRANT AGREEMENT



### IN KIND GRANT AGREEMENT NO. AI-2014-0X

*[Insert grant title]*

- 1. Grantee:** Name of Nongovernmental Organization  
Contact information (address, telephone, fax, email)
- 2. Grantee Representative:** Name, Title  
Contact information (address, telephone, fax, email)

In response to your application(s) dated {insert}, Assist Impact is pleased to award {insert} (hereinafter referred to as the Grantee), a grant, **in kind**, consisting of the goods and services detailed in the attached Annexes One and Two in support of {insert project name}.

The project, as outlined in {insert applicant name} application and finalized during negotiations, entails {insert a short description of the activities}.

{revise this paragraph based on the prime donor agreement} Funding for this activity is provided under USAID Agreement No. AID-182-A-12-00001. This award is made in accordance with the prime donor requirements.

By signing this Grant Agreement, Grantee agrees that:

1. Grantee will comply with the terms and conditions as set forth in the attachments listed following the signature below, which are incorporated as part of the Grant Agreement.
2. Grantee will maintain records of transactions related to the Grant Agreement for at least three years after the end of the grant agreement. After the end of the agreement, Assist Impact and the prime donor retain the right, at their discretion, to examine all or a sample of the Grantee's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.
3. Assist Impact shall not be liable for providing goods and services valued in excess of the value of award. We understand that the Grantee will contribute goods and services valued at approximately ALL {insert}.
4. Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Grantee upon acquisition, with the condition that the Grantee must use the equipment or property for the grant as long as it is needed for such.
5. Grantee will obtain the Assist Impact Executive Director's written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the amount of this grant; or 3) change in the Grant Agreement completion date.
6. Assist Impact will conduct monitoring of the grant program, including site visits as appropriate.

7. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party. If Assist Impact and/or the prime donor terminate this award, the Grantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. The Executive Director must determine the amount(s) to be paid by Assist Impact to the Grantee under such claim in accordance with the legally applicable Cost Principles.

8. Any dispute under this award will be decided by the Assist Impact Executive Director. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to the prime donor {insert the name of the prime donor} and Assist Impact assumes no liability for any third party claims against the Grantee.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant, and return one original to Assist Impact at the following address:

**Assist Impact**  
***Ref. Grants Program***  
Rr. Hoxha Tahsim, nr. 52, (next to Pharmacia 5)  
Tirana, Albania  
Tel/Fax: +355 4 2375361

Attachments:

1. Schedule
2. Program Description
3. Branding Strategy and Marking Plan
4. Financial and Reporting Forms

**Awarded on Behalf of Assist Impact**

**Accepted on Behalf of Grantee**

\_\_\_\_\_

\_\_\_\_\_

Assist Impact, Executive Director

Grantee's Representative

Effective Date of Grant \_\_\_\_\_

## ATTACHMENT 1

### SCHEDULE

#### A. PURPOSE OF GRANT

The purpose of this grant is to provide support for the program described in Attachment 2, Program Description.

#### B. GRANT PERIOD

The effective date of this grant is {insert Start Date}. The estimated completion date of the grant is {End Date}.

#### C. AMOUNT OF AWARD

The value of award is US\${insert}. Assist Impact shall not be liable for providing goods and services valued in excess of the value of award. Please see complete detailed Budget attached within the Program Description.

#### D. GRANT AGREEMENT BUDGET

1. Following is the detailed budget associated with the program which has been agreed upon between Assist Impact and the Grantee, for funding under this Grant Agreement:

{insert grant budget}

#### E. ACQUISITION PROVISIONS AND RECORDS

1. All acquisitions made by Assist Impact on behalf of the Grantee will be in accordance with the donor procurement regulations. The Executive Director or his/her designee will make the necessary decisions about any dispute arising from or related to this grant.
2. Given that this is an in-kind grant, Assist Impact will be responsible for completing the reporting requirement to comply with Section 579, Reporting on Payment of Foreign Taxes, however, the Grantee shall adhere to the requirements of the Required as Applicable Standard Provisions for any and all equipment/property purchased with the use of USAID funds. These clauses are incorporated herein by reference and are included in full in Annex Five. The clauses are found in ADS 303, Internal Mandatory References, Standard Provisions for Non-U.S. Nongovernmental Recipients under Required as Applicable Standard Provisions (<http://www.usaid.gov/policy/ads/300/303mab.pdf>).

#### 3. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000)

(OCTOBER 1998) – {leave only one provision (either point # 3 or #4) , depending on the value of property}

This provision is applicable only when title to property is vested in the recipient and over \$50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

#### 4. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; \$50,000 and Under)

(OCTOBER 1998)

This provision is applicable only when title to property is vested in the recipient and under \$50,000 in equipment is expected to be procured with USAID funds. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

## ATTACHMENT 2

### SAMPLE PROGRAM DESCRIPTION FOR: {insert name of activity}

#### 1. STATEMENT OF PURPOSE

{Insert}

#### 2. BACKGROUND

{Insert}

#### 3. PROGRAM GOALS AND OBJECTIVES

{Insert}

#### 4. ILLUSTRATIVE ACTIVITIES AND TIMELINES {or WORKPLAN}

Milestone/Description	Estimated Time to Complete	Detailed Activity and Output
1.		
2.		
3.		
4.		

#### 5. EXPECTED OUTCOMES

{Insert}

#### 6. PROJECT OVERSIGHT

The Grantee has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Grantee is encouraged to ask for the opinion and support of Assist Impact about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee must apply solid technical and administrative criteria. The grant award does not imply that the responsibility for operative decisions has been transferred to Assist Impact. The Grantee has the responsibility of notifying Assist Impact about any significant problems associated with the administrative or financial aspects of the grant award.

**Cost Share/Leveraging** – The grantee agrees to provide cost share and/or leveraged funding in the amount specified in Item 3 of the Grant Agreement. If the grantee fails to act in good faith to meet the cost sharing (matching) requirements, Assist Impact may consider it sufficient reason to terminate the award if an alternative resolution cannot be agreed upon with the grantee. The grantee must submit a certified statement stating the cost share expended on this grant.

**Reporting** – {revise as needed} The Grantee will present reports using the format shown in Annex Five: “Financial and Programmatic Report Formats”. The Grantee will present the reports every quarter or at the request of the Assist Impact technical staff. For projects completed in less than a six-month period, a final financial and programmatic report must be submitted to Assist Impact upon completion.

The first quarterly report or single final report is due on {insert}.

**{Provide detailed reporting schedule here: if necessary indicate differences if financial and program reports have different schedules}.**

**Final Report** - The Grantee will present the Final Program Report by **{insert date, e.g 30 days prior to the grant end date}**. The Final Program Report will demonstrate overall results achieved, providing as much detail as possible on the number of beneficiaries. The Grantee must submit any required deliverables with the Final Report including digital photos and video/audio material.

**Environmental Follow-up** **{include environmental compliance or mitigation terms when applicable.}**

### **Other Terms and Conditions**

**A.** The Grantee hereby agrees to indemnify, defend and hold Assist Impact, its respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by Assist Impact or any of the foregoing persons that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of Grantee hereunder or (ii) errors, omissions or fault of Grantee in the performance or services pursuant to the Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.

**B. Termination and Suspension** - The Grantee shall adhere to the following provisions on Termination and Suspension:

8. Assist Impact may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
9. This award may be terminated at any time, in whole or in part, by Assist Impact with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from Assist Impact to the recipient.
10. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to Assist Impact with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if Assist Impact determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, Assist Impact may terminate the award in its entirety in accordance with paragraphs (1) or (2) above.
11. If at any time the prime donor determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the interest of the donor or would be in violation of an applicable law, then the donor may directly or through Assist Impact, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then the donor, directly or through Assist Impact, may terminate this award on written notice to the recipient and cancel that portion of this award which has not been irrevocably committed to third parties.
12. Assist Impact and the prime donor reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the grant.

13. Assist Impact and the prime donor reserve the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.
14. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures financed by this award. The recipient shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.

## **7. CLOSEOUT**

**{Insert}**

The Grantee must certify in writing to Assist Impact at the end of the grant that the activity was completed. If unable to certify, the Grantee shall be expected to make appropriate reimbursements to Assist Impact. Grant close out will be accomplished with Assist Impact acceptance of results achieved, approval of final payment, and submission of certification by the Grantee.

## ATTACHMENT 3

### BRANDING STRATEGY AND MARKING PLAN

Assist Impact and the Grantee will refer to the project as a joint Donor/Assist Impact/Grantee project, thus Assist Impact proposes co-branding for most activities and communication products. In addition, Assist Impact and the Grantee will ensure visibility is given to other partners and/or international institutions as deemed appropriate. For any activities being co-sponsored in collaboration with the host-country government (central/regional/local) agencies, materials and communications will be co-branded and the identities will be of equal size.

The Branding Implementation Plan aims at publicizing program activities and interventions funded by the Donor/Assist Impact through the following mechanisms:

- Regular and prominent display of the Donor/Assist Impact logos in process-oriented program/intervention documents and presentations, with the Grantee's logo/name;
- Regular communication with Assist Impact's designated Technical Officer in order to place important events and success stories on Assist Impact and the Donor websites and to facilitate the development of press releases for program activities, at the discretion of Assist Impact and the Donor;
- Printed materials produced by the Grantee will bear the Grantee's logo; the Donor/Assist Impact identity may be included at the discretion of Assist Impact;
- Presentations at official meetings and events will bear the Donor/Assist Impact logo, with the Grantee's logo/name.

All materials developed for activities will be marked with the Donor/Assist Impact and Grantee's logos including: opening/closing events and ceremonies; success stories; placement of news stories and articles on Grantee's website or submitted to Assist Impact for use on their website; special events hosted; presentations made (including Power Point slides); Program/intervention completion certificates; all official communication with stakeholders on the Grantee letterhead will acknowledge the Donor and Assist Impact as the funding sources; updates, final reports will be marked the Donor/Assist Impact and the Grantee's logos; studies, brochures, reports, leaflets, newsletters and any other printed materials published with funding provided by the Donor and Assist Impact will include the Donor and Assist Impact logos.

**Procurement (Commodities:)** All commodities purchased with Assist Impact/Donor funds will be marked with generic Assist Impact and Donor logo, labeled and logged in institutional inventory listing. On a case-by-case basis and at the discretion of Assist Impact and the Donor, on-site signage will be considered for renovation projects as well as for larger procurements.

#### ***Potential Exceptions to the Branding and Marking Plans:***

Each exception will be requested officially on an individual basis from Assist Impact. For example when ownership of the materials produced or meetings held is better ascribed to one of Assist Impact and the Donor's partners as a means to bolster their standing in the country an exception might be granted.



**ATTACHMENT 4 {forms, e.g. Goods delivery receipt, final report, etc.}**

## ATTACHMENT N: CERTIFICATIONS AND MANDATORY PROVISIONS

**{ For USAID funded grants. Based on Assist Impact CA/BHIC and ADS 303. Grants to Non US NGOs }**

*Please note that the following are the certifications and mandatory provisions for USAID funded grants. The certifications must be signed by the applicant prior to issuing the grant agreement. Mandatory provisions are typically enclosed as an Attachment to the Grant Agreement. Please include all that apply based on the type of the grant activity and the type of the grant agreement. A provision is mandatory and must be included unless is indicated otherwise in the highlighted notes.*

*NOTA BENE: In the following provisions, where appropriate, in instances where USAID or the AO (Agreement Officer) is mentioned, Assist Impact is referred to and where “recipient” appears, the Grantee’s meant.*

### Certification:

#### 1. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of **Specially Designated Nationals and Blocked Persons**, which is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Osama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website:

**<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>**.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe-houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- b. "Terrorist act" means-
- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
  - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

### **Certification of Recipient**

By signing below the recipient provides certifications and assurances for the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No.	_____
Grant No.	_____
Date of Application	_____
Name of Recipient	_____
Typed Name and Title	_____
Signature	_____
Date	_____

## **2. Key Individual Certification Narcotics Offenses and Drug Trafficking**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

### **NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

## **STANDARD PROVISIONS**

### **N. 1 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Grantee is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the grantee to ensure compliance with these Executive Orders and laws.

### **N.2 RECIPIENT AND EMPLOYEE CONDUCT (AUGUST 2013)**

a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients.

b. The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

(1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host government regulations.

(2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

e. In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

f. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

g. This provision in its entirety, including this paragraph g. must be included in all subawards.

### **N.3 DEBARMENT AND SUSPENSION (JUNE 2012)**

a. The recipient must not transact or conduct business under this award with any individual or entity listed on the Excluded Parties List System ([www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

(1) Are presently excluded or disqualified from doing business with any U.S. Government entity.

d. Principal means—

(1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or

(2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) Is in a position to handle Federal funds;

(ii) Is in a position to influence or control the use of those funds; or,

(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

### **N.4 PREVENTING TERRORIST FINANCING (AUGUST 2013)**

a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

### **N.5 TRAFFICKING IN PERSONS (JUNE 2012)**

a. Assist Impact and USAID are authorized to terminate this award, without penalty, if the grantee or its employees engage in any of the following conduct:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
- (2) Procurement of a commercial sex act during the period of this award; or
- (3) Use of forced labor in the performance of this award.

b. For purposes of this provision, “employee” means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the grantee.

#### **N. 6 USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)**

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site: [http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf).

#### **N. 7 NONDISCRIMINATION (JUNE 2012)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee.

In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

#### **N.8 TITLE TO AND USE OF PROPERTY (JUNE 2012)**

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

- (1) Equipment means tangible nonexpendable personal property having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient’s policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's



receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

- (1) The recipient may retain title with no further obligation to USAID.
- (2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.
- (3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

**N.9 AWARD TERMINATION AND SUSPENSION (JUNE 2012) – {to the greatest extent possible this provision should be included in all subagreements, including subawards and contracts, affording Assist Impact the right to terminate the subagreement in the event USAID terminates Assist Impact's award, including the refund requirement in paragraph c.}**

- a. The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.
- b. USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.
- c. In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.
- d. Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.
- e. Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.

f. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, “Allowable Costs.”

**N.10 REPORTING HOST GOVERNMENT TAXES (JUNE 2012) – {This reporting requirement must be included in all applicable subagreements, including subawards and contracts.}**

a. By April 16 of each year, the recipient must submit a report containing:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and e-mail.
- (iii) Agreement number(s).
- (iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.
- (v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).
- (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.
- (vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: [insert address and point of contact Assist Impact as appropriate, may include an optional “with a copy to”].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, “Allowable Costs,” and must be reported as required in this provision.

**N.11 ALLOWABLE COSTS (JUNE 2012) -{this provision must be incorporated into all subagreements, including subawards and contracts, which are paid on a cost reimbursement basis.}**

a. The grantee will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The grantee may obtain a copy of the applicable cost principles from the Assist Impact Executive Director:

2 CFR 230 – **Cost Principles for Non-Profit Organizations (OMB Circular A-122)**

2 CFR 220 – **Cost Principles for Educational Institutions (OMB Circular A-21)**

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) – **Cost Principles for Commercial Organizations**

b. It is the grantee’s responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The grantee must obtain any prior written approvals from USAID’s Agreement Officer that are required by the

applicable cost principles. The grantee may obtain the Agreement Officer's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The Agreement Officer reserves the right to make the final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies".

d. The grantee must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision "Accounting, Audit, and Records."

**N.12 ACCOUNTING, AUDIT, AND RECORDS (JUNE 2012) – {This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000.}**

**a. Records and Accounting.**

The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

**b. Audits.**

(1) The recipient must have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General, for any recipient fiscal year in which the recipient expends a combined total of \$300,000 or more in all USAID awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed obligation grants.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$300,000 in all USAID awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed obligation grants. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

**N.13 USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012) – {This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.}**

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision “Debarment and Suspension” and Standard Provision “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized

geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

#### **N. 14 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (AUGUST 2013) –**

**{APPLICABILITY: This provision is applicable when costs for international travel or air transportation of cargo are anticipated to be funded by USAID. This provision is not applicable if the grantee is providing for international travel costs with private funds as part of a cost-sharing requirement or with Program Income generated under this award.}**

##### **a. PRIOR BUDGET APPROVAL**

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

(1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;

(2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and

(3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

##### **b. TRAVEL COSTS**

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles. In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

##### **c. FLY AMERICA ACT RESTRICTIONS**

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

#### **d. DEFINITIONS**

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier

service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

#### **N.15 ADVANCE PAYMENT AND REFUNDS (JUNE 2012)**

***{APPLICABILITY: This provision must be incorporated into awards that authorize advance payments, which may be authorized when the recipient's accounting and financial management systems conform to the accounting principles generally accepted for funds control and accountability required under the Standard Provision, "Accounting, Audit, and Records," and meet the pre-award responsibility requirements in ADS Chapter 303.}***

- a. The recipient is not required to maintain separate bank accounts for Assist Impact (and prime donor) funds, unless otherwise required. However, when advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by Assist Impact (and prime donor).
- b. The recipient must maintain advances of Assist Impact funds in interest-bearing accounts, unless:
  1. The recipient receives less than ALL 12,000,000 (equivalent of \$120,000) in Assist Impact (and prime donor) awards per year;
  2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of ALL 25,000 (or \$250) in a twelve month period on Assist Impact (or prime donor) cash balances; or
  3. The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.
- c. The recipient may retain up to ALL 25,000 (or \$250) of interest earned in a twelve-month period on Assist Impact/prime donor cash balances for administrative expenses. Any additional interest earned on advances must be remitted to Assist Impact, or such other location as Assist Impact or prime donor advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.
- e. To request an advance payment, the recipient must submit (preferably electronically) Assist Impact the "RECONCILIATION AND ADVANCE REQUEST FORM" included in the grant agreement.
- f. In order to obtain the initial advance, the recipient must request an advance for the initial thirty-day period of projected cash disbursement needs immediately upon signing this award. Additional advance payment requests must be submitted at least three weeks prior to the period for which funds are needed, in order to maintain a consistent cash flow. The recipient may submit requests for advances to Assist Impact as often as may be necessary to meet projected expenses. An advance may not exceed 30 days of the organization's projected expenses. Subject to Executive Director's approval, requests may be submitted:
  - (1) Every 30 days covering a 30-day period;
  - (2) Three requests may be submitted covering 30-day sub-periods of a 90-day period to be paid automatically every 30 days; or



- (3) One request for 90 days may be submitted to be automatically disbursed in 30-day equal increments.

Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested.

- g. When submitting request for an advance the recipient must also submit the reconciliation form and the supporting documentation in order to liquidate previous outstanding advances. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments. Within 30 days following the expiration of this award, the recipient must submit the final financial report using showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to Assist Impact.
- h. When this award expires, the recipient must immediately return all unexpended funds that Assist Impact has advanced to the recipient, unless such advanced funds have already been spent or committed in a legally binding transaction during the period of this award, or are required for approved close-out costs. Assist Impact reserves the right, at any time, to 1) withhold or offset payments to or 2) require refund by, the recipient of any amount that the recipient did not spend according to the terms and conditions of this award or are otherwise determined by the Assist Impact's Technical Officer or the Finance and Administrative Officer to be unallowable. Assist Impact retains the right to a refund of all amounts paid under this award until all outstanding audit findings and settlement claims have been resolved between Assist Impact and the recipient.
- i. Cash advances made by the recipient to subrecipients or the recipient's field organizations must conform substantially to paragraphs a., b., c., d. and h. of this provision. In the case of paragraph c., any interest over ALL 25,000 (\$250) per account, per year must be remitted through the prime recipient.



## ATTACHMENT O: INTERVENTION REQUEST FORM (IRF)



**USAID**  
FROM THE AMERICAN PEOPLE

**AssistIMPACT**

INTERVENTION REQUEST FORM - for Cooperative Agreement No. AID-182-A-12-00001

To: Clare Masson, Agreement Officer's Representative, USAID/Albania  
Alken Myftiu, Assistant Agreement Officer's Representative, USAID/Albania  
From: Matty Thimm, Executive Director, Assist Impact  
Date:  
Subject:

**USAID Program Objective:** Conditions for broad-based, sustainable and inclusive economic growth  
**Contribution to Building Human and Institutional Capacity Goals:** Strengthen the performance of at least 45 leaders of governmental, 45 technical specialists, 15 private and non-governmental institutions and 5 governmental institutions.

**Situation/problem:**

The

**Needs request:** It is proposed that

**Participants/beneficiaries:** The following Albanians have been identified for this:

**Repeat Participants:** None

**Objectives:**

1. Identify elements of success
2. Identify
3. Network

**Intervention outcome and expected results:** As a result of the intervention, it is expected that the xxx will:

**Procurement:**

**Environmental impact:** categorical exclusion; no impact

**Implementation period:**

**Location:**

**International Travel:**

**Language:**

**Estimated cost to Building Human and Institutional Capacity:**

**Pre- and post-award expenses charged to grant(s):** newspaper announcements, ground travel, launching and closing events

**Cost share:**

**Deviation from approved Implementation Plan budget:** The actual expenses may exceed the approved Implementation Plan budget by **x%** for the following reasons: exchange rate fluctuations, increase in the number of beneficiaries, increase in unforeseen but necessary activities or elements that ensure the success of the program.

**Responsibilities:** This program will be fully financed by USAID through the Building Human and Institutional Capacity project

For the USAID/Albania Program Office:

Signature \_\_\_\_\_  
Clare Masson, Program Officer

\_\_\_\_\_ Date

## ATTACHMENT P: RECONCILIATION AND ADVANCE REQUEST FORM

1. GRANT NO.: \_\_\_\_\_

### 2. RECIPIENT ORGANIZATION

Name:	Address (number and street):
City:	Phone:

#### 1. RECIPIENT'S BANK DATA

Bank name:	Address (number and street, ZIP Code and city, Country)
Phone:	Fax:
Account Number:	Wire Transfer No/IBAN No:

#### 2. PERIOD COVERED BY THIS REQUEST

From (month, day, year)	TO (month, day, year)
-------------------------	-----------------------

#### 3. COMPUTATION OF RECONCILIATION (IN ACCORDANCE WITH DETAILED BUDGET)

CATEGORY (Line item)	APPROVED BUDGET (ALL)	RECONCILED THIS PERIOD (ALL)	CUMULATIVE RECONCILED FOR PREVIOUS PERIODS (ALL)	NEW CUMULATIVE AMOUNT RECONCILED (ALL)
		(A)	(B)	(C)=(A)+(B)

**6. CASH FORECAST**

	Main Cost Categories or Budget Line Items	Amount of Advance Requested
	<b>Total Advance Requested:</b>	<b>0</b>

**7. CERTIFICATION**

*"The undersigned hereby certifies: a) that the above amount for expenses represents the best estimate of funds needed for the disbursements to be incurred over the period described; b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by Assist Impact have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of ALL 25,000 (or US\$250) per year accrued on the funds made available herein will be refunded to Assist Impact; d) that information in the financial report is correct and any detailed supporting information as the Grantor may require will be furnished by the Grantee promptly upon request; and, e) that all requirements called for by the Grant Agreement have been met up to the date of this certification."*

Attachments (please attach documents supporting this request):

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Signature or authorized certifying official</b>  _____	<b>Date request submitted</b>  _____
<b>Typed or printed name and title</b>  _____	<b>Phone</b>  _____